

The Honorable Tana Lin

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
“CHIN CHOPA,” and the following individuals:
Justin Cook, Timothy Rodgers, Sai
Parvathareddy, Danielle Lantz, Brandon Wong,
Bharath Kumar Gandhe, Berkcan Turkmenoglu,
and Mike Ahlert,

Defendants.

No. 2:24-cv-01083-TL

STIPULATED PERMANENT
INJUNCTION AS TO
DEFENDANT TIMOTHY
RODGERS AND ~~PROPOSED~~
ORDER

NOTED FOR CONSIDERATION:
November 25, 2024

Without Oral Argument

STIPULATION

Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, Inc. (together, “Amazon”), and Defendant Timothy Rodgers and (collectively “Settling Parties”), by and through Amazon and Rodgers’s respective counsel of record, notify the Court that the Settling Parties have reached a settlement of all claims between them in this matter. Pursuant to the terms of that settlement, the Settling Parties stipulate and agree to entry of the permanent injunction below.

DATED this 25th day of November, 2024.

Davis Wright Tremaine LLP
Attorneys for Plaintiffs

Timothy Rodgers
Pro Se, Timothy Rodgers

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PERMANENT INJUNCTION

Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that Defendant Timothy Rodgers, and his respective employees, agents, successors and assigns, and all others in active concert or participation with him, are permanently enjoined and restrained from:

1. Accessing and using, whether directly or indirectly via a third party, intermediary, or proxy, Amazon.com, or any other Amazon online store around the world;
2. Exploiting or abusing Amazon's ordering or return services;
3. Making false statements or misrepresentations to Amazon;
4. Engaging in any activity that defrauds Amazon into paying money or providing replacement products for illegitimate returns;
5. Engaging in any scheme or malicious activity that interacts with Amazon; and
6. Knowingly and materially assisting or engaging any other person or business entity in engaging in or performing any of the activities listed above.

The Court shall retain continuing jurisdiction over this matter for the limited purposes of enforcing the terms of the Settling Parties' settlement agreement and this Stipulated Permanent Injunction.

IT IS SO ORDERED.

DATED: November 26, 2024.



Tana Lin
United States District Judge